

**NON-DISCLOSURE, CONFIDENTIALITY AND NON-WAIVER AGREEMENT**

THIS NON-DISCLOSURE, CONFIDENTIALITY AND NON-WAIVER AGREEMENT is entered into effective this 5 day of April, 2020 (the "Effective Date") by and between Lisa Levine ("Levine") and Palmetto Utilities, Inc. (the "Company"). The Company and Levine are hereinafter referred to individually as a "Party," and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Public Service Commission of South Carolina (the "Commission") has established Docket No. 2019-281-S related to the Application of the Company for Approval to Adjust Rate Schedules and Increase Rates (the "Docket"); and

**WHEREAS**, Levine has intervened as a Party in the above-referenced Docket and has requested that the Company provide to the Department certain requests made by, and the corresponding books, records, and other information the Company has produced to, the South Carolina Office of Regulatory Staff ("ORS") in the Docket pursuant to S.C. Code Ann. §58-4-55 (the "ORS Production"); and

**WHEREAS**, the ORS Production is deemed confidential and proprietary to the Company as a matter of law by §58-4-55 and may not be disclosed by ORS unless and to the extent it has sought and received from the Commission an order permitting such disclosure; and

**WHEREAS**, the Company wishes to accommodate Levine's request for access to the ORS Production pursuant to the terms contained herein including, but not limited to, the binding acknowledgment below of ORS that the Company will not be waiving rights it has with respect to the ORS Production under §58-4-55, the Company is willing to provide directly to Levine the ORS Production;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

**AGREEMENT**

1. Confidentiality of the ORS Production. Levine agree that the ORS Production (specifically including the questions posed by ORS as well as the Company's responses to same) is, and shall be treated as, confidential and proprietary to the same extent as provided for under the provisions of §58-4-55, is exempt from disclosure under the provisions of the South Carolina Freedom of Information Act, S.C. Code Ann. §§30-4-10, et seq., and shall be treated as such by Levine.

2. Disclosure Restrictions. Levine shall not release or disclose the content of the ORS Production unless and until the Commission rules, based upon a motion by ORS, that it is not to be protected from public disclosure or the Company agrees that it is no longer confidential or proprietary.




3. Limited Use. The ORS Production shall be used by Levine solely for the purpose of participating in this Docket subject to the requirements of §58-4-55.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to the principles of conflicts of laws thereof.

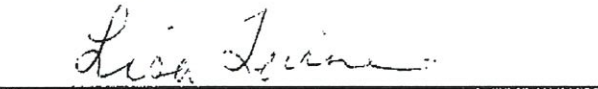
5. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures hereto shall be deemed original signatures.

The Parties hereto have executed this Agreement, or caused this Agreement to be executed on its behalf, all as of the day and year first above written.

**PALMETTO UTILITIES, INC.**

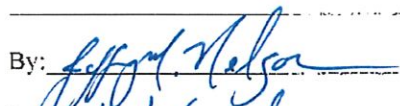
  
By: John M.S. Hoefer  
Counsel

**INTERVENOR**

  
Lisa Levine

**ACKNOWLEDGEMENT**

The undersigned, on behalf of the South Carolina Office of Regulatory Staff, acknowledges that delivery of the ORS Production (as defined above) by Palmetto Utilities, Inc. to Lisa Levine, is not, and will not be asserted to constitute, a waiver of the rights accorded Palmetto Utilities, Inc. under S.C. Code Ann. §58-4-55.

By:   
Its: Chief Counsel

Date: Apr. 7, 2020